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PAGE 2 OF 9

REINHART INSTITUTIONAL FOODS, INC

SECTION A: SOLICITATION/CONTRACT FORM

The following amendments issued under the solicitation SP0300-96-R-4008, referenced on page 1, are hereby incorporated as part of this contract:

Amendment 0001, dated Amendment 0002, dated

The following form a part of your offer and are hereby incorporated as part of this contract:

Revisions to your original proposal, dated 11 Sep 97.

Best and Final Offer dated February 14, 1997

Second Best and Final dated 20 Feb 97

Any correspondence submitted by Reinhart Institutional Foods, Inc from the time of the solicitation closing to the time of the contract award

SECTION B: SUPPLIES OR SERVICES AND PRICES

ITEM: Full Line Food Service for the Nebraska and Minnesota areas:

DELIVERY POINTS: ZONE 1

1. OFFUTT AFB

Point of Contact: MSG Robert Stewart, phone 402-294-5407

DELIVERIES: Required to six (6) separate delivery points as specified:

9130 a) Hillside Dining Facility FT 110 Airman Circle, Bldg 324

Monday and Thursday or Friday Delivery times: 0930-1130 hours

FT 9132

b) Campisi Alert Dinning Facility 102 Looking Glass Ave, Bldg 56

Monday and Thursday Delivery times: 0830-1030 hours

c) Flight Line Cafe 602 Looking Glass Ave, Bldg Monday, Wednesday & Thursday Delivery times: 0800-1030 hours

FT 4600

d) Flight Kitchen 502 Lincoln Hwy, Bldg T-78

Wednesday and Friday Delivery times: 0900-1100 hours

e) Troop Support 106 Peacekeeper Drive, Bldg 301-D Monday and Thursday Delivery times: 0700-0900 hours

f) E.B. Hospital Dining Hall 2501 Capehart Road, Suite 1105

Monday and Thursday Delivery times: 0530-1200 hours

POC: Ssgt Dodson/TSgt Rand/SSgt Fischer, phone 402-294-7431

FT 9508 FT 9509 C 2 C YP

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REINHART INSTITUTIONAL FOODS, INC

DELIVERY POINTS: ZONE 1:

2. NEBRASKA AIR NATIONAL GUARD (LINCOLN, NE):

DELIVERIES: One delivery point as specified:

a) ANG Dinning Hall

Thursdays

2901 Northwest 24th St

Delivery times: 0700-1200 hours

POC: Jane Corkill

3. CAMP ASHLAND: One delivery point as specified:

POINT OF CONTACT: Tom Dahlgren, phone 402-471-7520

a) Nebraska National Guard Training Site

Mondays, Wednesdays & Fridays

Delivery times: 0800-1330 or

Building 70

1330-1600 hours

DELIVERY POINTS: ZONE 2:

1. CAMP RIPLEY, LITTLE FALLS, MN:

POINT OF CONTACT: Robert Mueller, phone 320-632-7330

DELIVERIES: One delivery point as specified:

a) TISA, Camp Ripley

Mondays

Bldg 11-93 (POB 150)

Delivery times: 0700-1000 hours

One additional delivery will be required on the last Friday of each month.

2. HUBERT H. HUMPHREY JOB CORPS CENTER, ST. PAUL, MN:

POINT OF CONTACT: Dan Schultz, phone 612-642-1133

DELIVERIES: Two delivery points as specified:

a) Buildings 1 and 8

Deliveries twice a week

1480 Snelling Ave

Delivery times: 0700-0900 hours

St. Paul, MN

DELIVERY: Delivery shall occur no more than 48 hours after order placement, unless otherwise required by the ordering facilities.

FOB TERMS: FOB destination for all items.

REINHART INSTITUTIONAL FOODS, INC

PRICES: The unit prices for all items shall be in accordance with Clause 52.216-9P24 "PRICE CHANGES" dated OCT 1995.

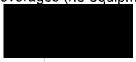
The unit price is determined by the "delivered price" plus the "distribution price". the distribution price will remain fixed throughout the term of the contract. The distribution fees for the base year are as follows

CATEGORIES AND DISTRIBUTION FEES:

1. Bakery and Cereal Products:



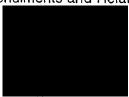
2. Beverages (no equipment)



3. Bouillon's and Soups (Canned & Dried)



4. Condiments and Related Products



5. Confections, Nuts and Sugars

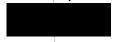


6. Cheese



REINHART INSTITUTIONAL FOODS, INC

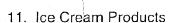
8. Other Dairy Products



9. Bread Products

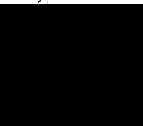


10. Milk Products

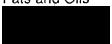




12. Dietary Products



13. Fats and Oils



14. Frozen Fish, Other Than Shellfish



16. Chilled Meats and Poultry



17. Frozen Meats and Poultry



REINHART INSTITUTIONAL FOODS, INC

- 18. Fresh Fruits & Vegetables
- 19. Frozen Fruits & Vegetables
- 20. Jams, Jellies & Preserves
- 21. Dry & Canned Grocery Items Not Mentioned Above

- 22. Any Other Category of Items Not Covered Above
- 23. Beverages (with equipment & service)
- 24. Any Consumable (Disposable) Product

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REINHART INSTITUTIONAL FOODS, INC

Note:

applies to 6 cans per case: Further definition of distribution for canned

products:



If the government determines to invoke the options, the distribution fees will remain unchanged for each of the four one-year option periods.

This contract contains a guaranteed minimum of twenty-five percent (25%) of the estimated dollar value. The estimated dollar value of the base term of this contract is \$1.8 million. The maximum ceiling will be one hundred twenty-five percent (125%) of the estimated dollar value. In the event of emergencies or mobilization, the government reserves the right to unilaterally execute an alternative maximum ceiling of one hundred fifty percent (150%) of this estimated dollar value per contract period of this acquisition.

MANDATORY ITEMS: The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH), refer to FAR clause 52.208-9.

8920-00-782-6353 Pancake Mix

8920-00-823-7221 Cake Mix. Devils Food

8920-00-823-7223 Cake Mix, Gingerbread

8950-01-079-6942 Paprika, Ground

8950-01-254-2691 Garlic Powder

8955-00-823-7016 Tea Mix, Instant

If ordered, the Prime Vendor is required to source these items from NIB/NISH. The plant sources are:

Pancake Mix & Cake Mixes:

ARC Diversified 435 Gould Drive

Cookeville, TN 38506

POC: Teri Mc Rae, phone 615-432-5981

Garlic Powder & Paprika:

Unistel - Cont Dev Service Inc

650 Blossom Rd

Rochester, NY

POC: Jack Pipes, phone 800-864-7835 X252

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CONTRACT NUMBER: SP0300-97-D-2932

REINHART INSTITUTIONAL FOODS, INC

MANDATORY ITEMS (Continued):

Tea Mix:

Ed Lindsey Industries for the Blind, Inc.

4110 Charlotte Ave

Nashville, TN 37209

POC: Allen Broughton, phone 615-741-2251

SECTION C: DESCRIPTION/SPECIFICATION

Placement of orders is between the hours of 7:00 AM and 2:00 PM, local time, Monday through Friday.

Ordering for supplies under this contract shall be performed by the ordering activity via the subsistence Prime Vendor Interpreter (SPVI) for Offutt AFB,NE.

Ordering of supplies under this contract shall be performed by the ordering activity via <u>TRACS</u>, Reinhart's commercial ordering system. All customers other than Offutt AFB will use the commercial ordering system.

SECTION D: PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

SECTION E: INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting products as required. All food items must be inspected for count, condition, and identity and approved by the ordering activities authorized personnel receiving the delivery before final acceptance can be made.